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**AFFIDAVIT FOR LIEN AGAINST MINERAL PROPERTY**

STATE OF TEXAS       §  
                                  §  
COUNTY OF CAMERON   §

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Jan 22, 2009 at 11:42A

Document Number: 00002555

The Affiant, Patrick S. Quinn, whose signature appears below, after first being duly sworn did state as follows:

Joe G. Rivers  
By  
Jessica Acevedo, Deputy  
Cameron County

"My name is Patrick S. Quinn. I am over the age of 18 and competent to make this affidavit. The statements contained herein are true and correct based upon my personal knowledge.

"Sun Coast Plumbing Co., Inc. ("Claimant"), acting by and through its duly authorized agent, the undersigned affiant, claims a lien for labor and services performed and for materials and equipment furnished under contract with a mineral contractor for the benefit of the owner of the oil, gas, and mineral estate described below located adjacent to the Texas coast in the Gulf of Mexico, and makes this statement claiming a lien under and pursuant to Section 56 of the Texas Property Code, and further shows that:

1. The name of the owner or reputed owner of the oil, gas, and mineral leasehold estate against which the lien is claimed is Shell Offshore Inc., and its mailing address is P.O. Box 2463, Houston, Texas 77252.
2. The name of the claimant is Sun Coast Plumbing Co., Inc., and its mailing address is 1204 Missouri Street, South Houston, Texas 77587.
3. Claimant contracted with Delta Engineering Corporation ("Delta") to provide material and labor for the construction of living quarters to be attached to the hull of the Perdido Regional Development Spar, owned in part and operated by Shell Oil Company and its subsidiaries. A copy of the purchasing order between Delta and Claimant is attached and incorporated by reference. Delta is a Texas corporation located at 16415½ Jacintoport Boulevard, Houston, Texas 77015. Delta is constructing the living quarters for the benefit of Shell Oil Company and its subsidiary Shell Offshore Inc. It is believed that Delta is operating under contract with Shell International Exploration & Production, another subsidiary of Shell Oil Company. Delta is indebted to Claimant for labor and services performed and for materials and equipment furnished under contract as set forth in this affidavit.
4. Claimant timely served written notice that the lien is claimed on the property owner or the owner's agent, representative, or receiver. Claimant, as of the date it gave notice to the mineral property owner, claims a total amount past due from Delta of at least \$249,504.00. The items of the claim and the dates of the labor and services performed and the materials furnished are duly set forth in the invoices attached to this affidavit and incorporated by reference.

Labor was performed and materials were delivered on or about the dates invoiced. Further all labor and materials for which this lien is claimed were performed between September 1, 2008 and the time of filing of this affidavit.

5. A lien is claimed in the total amount of \$249,504.00, plus interest, against all of the following described oil, gas, and mineral leasehold estates, in the aggregate and as a unit, owned by Shell Offshore Inc. in the Gulf of Mexico adjacent to the Texas coast, as well as upon the buildings and appurtenances, and upon the materials, machinery, and supplies owned by that owner and used in drilling, operating, producing, completing, maintaining, or repairing any oil or gas well, and upon such oil well or wells, gas wells, buildings and appurtenances, including pipeline, leasehold interest, and land used in operating for oil, gas, and other minerals, upon these leaseholds or pipeline and pipelines rights-of-way thereon, for which the materials, machinery, or supplies were furnished or labor performed.

6. Mineral leaseholds subject to lien:

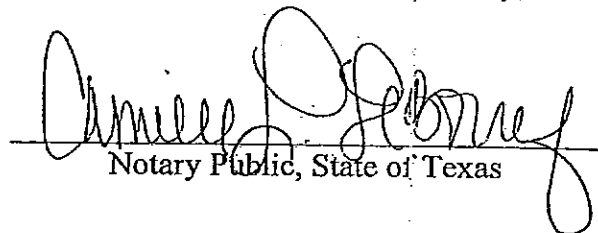
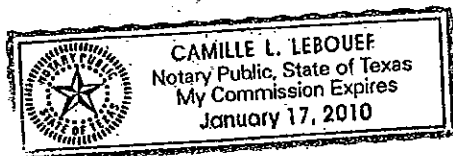
All offshore leasehold and production interests, to the extent to which they are owned by Shell Offshore Inc., located in the Western Gulf of Mexico Region, Alaminos Canyon, blocks 815, 857, 858, and 859. The federal leases believed to be subject to this lien include OCS-G19409, OCS-G17565, OCS-G17566, and OCS-G20871. Additionally, Sun Coast claims a lien on all mineral property used in connection with the Perdido Regional Development Spar.



Patrick S. Quinn

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

SWORN TO and SUBSCRIBED before me on this the 14th day of January, 2009.



Notary Public, State of Texas



Delta Engineering Corporation  
16415 1/2 Jacintoport Blvd.  
P.O. Box 520  
Channahon, Texas 77530  
713/463-6200 FAX 713/457-6233

# PURCHASE ORDER

2-3040-24-001

NO.

2/02/07

1 OF

## IMPORTANT

This Order is Subject to All Terms and Conditions Printed On Reverse Side Hereof Unless Otherwise Stated On Face Of This Order.  
It is Agreed That One (1) The Primary Reason For Awarding This Order to You Company is Because Of Your Promised Shipping Date.

NOOR  
SUNCOAST PLUMBING CO., INC.  
2204 MISSOURI STREET  
SOUTH HOUSTON, TEXAS 77587  
ATT: RICHARD CONTRERAS  
PHONE: 713-944-0046  
FAX: 713-944-3744

S  
H  
DELTA ENGINEERING CORPORATION  
16415 1/2 JACINTOPORT BLVD.  
HOUSTON, TEXAS 77015  
WAREHOUSE: JOE AGUIRRE  
PURCHASING: GEORGE RYPPL

QUANTITY	DESCRIPTION	DESTINATION	VENDOR TRUCK	NET 45	WESTBROOK	SYLVIA
1	LOT SUBCONTRACTOR TO PROVIDE ROUGH IN (WASTE, WATER AND VENT LINES) TOP OUT AND COLD WATER LINES IN EXTERIOR WALL AND CEILING. POTABLE WATER PIPING TO BE TYPE K HARD DRAWN COPPER AND ALL WASTE AND VENTS TO BE CPVC. REFERENCE SUNCOAST PLUMBING PROPOSAL DATED JULY 20, 2006 (REVISED 7-26-06) FOR DELTA PROPOSAL 7703	HOUSTON, TEXAS		241215	478780.00	478780.00
THIS IS A CONFIRMING PURCHASE ORDER FAXED BY SYLVIA TO RICHARD ON 2/2/07. DO NOT DUPLICATE PROVIDE THE FOLLOWING MATERIAL IN ACCORDANCE WITH THE WRITTEN DESCRIPTION. ALL FIXTURES AND EQUIPMENT ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR. PAYMENT TERMS NET 45 DAYS. PROGRESSIVE BILLING ON LABOR EXPENDED.						

### SPECIAL INSTRUCTIONS

All Invoices, Packages, Packing Lists and Correspondence Must Show Our Purchase Order Number And Item Numbers. Tag All Items Shipped With These Numbers. INVOICES WILL NOT BE PROCESSED FOR PAYMENT UNTIL THE SIGNED

DELTA ENGINEERING CORPORATION

*S. Anderson*

[illegible]

**CONFLICTING AGREEMENT -** This Purchase Order is expressly limited to and made conditional on the Seller's acceptance on the face hereof and shall include these printed Terms and Conditions, applicable detailed specifications and drawings, and any appendices. In the event of conflict between the terms written on the face hereof, and these printed Terms and Conditions, the former shall prevail. If any of the provisions of Seller's proposal or other correspondence and in conflict or in addition to the terms of this Purchase Order, the terms of this Purchase Order shall govern.

**INSPECTION** – Except items purchased from stock, all materials purchased under this order shall be subject to inspection at Purchaser's option by Purchaser or his designee, during and after manufacture. Stock items shall not be subject to inspection before acceptance. Five (5) days written notice shall be given to Purchaser's designee for inspection prior to start of fabrication of non-stock items. Neither inspection nor failure to inspect shall relieve Seller of responsibility with respect to items supplied hereunder, or imply acceptance thereof. Purchaser reserves the right to return ship, wholly at Seller's expense, any or all materials purchased under this order to which Seller failed to obtain prior inspection by Purchaser or written waiver of inspection from Purchaser's designee. Designee must be notified to Seller making shipment.

**ASSIGNMENT AND SUBCONTRACTING** Neither this order nor any rights, obligations, or remedies due to or under it are assignable or transmissible (as security for advances or otherwise) without Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial grades of parts, Seller shall not subcontract any major portion of the work encompassed by this order without Purchaser's prior written approval. Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

**CODES, LAWS, REGULATIONS AND ORDINANCES.** Seller warrants compliance with all applicable codes and ordinances, federal, state, and local laws, regulations, and ordinances including, but not limited to, The Fair Labor Standards Act of 1938, as amended (Federal Wage and Hour Law), Equal Employment Opportunity Revisions Executive Order NO. 11246, as amended, Occupational Safety and Health Act of 1970 and the standards promulgated thereunder, and employment of The Handicapped (29CFR41). Seller agrees to indemnify and hold Buyer harmless from all expenses to Purchaser by reason of Seller's failure to comply therewith.

**PATENT INDEMNITY** - Seller shall, at its own expense, defend any suit, or actions against Purchaser or against its licensee, setting, or using the material covered by this Purchase Order for alleged infringement of patent, invention rights, copyrights, or trademarks arising from the sale of use of said materials or for any royalties that might be due inventor, and Seller agrees to hold harmless and indemnify Purchaser from any loss, liability, cost, royalties damage and expenses incurred by Purchaser in connection with any such suit or action whether or not the same are successful. Seller shall, at its expense, either procure the right to continue the use of a said item against Purchaser or against those selling or using the material covered by this Purchase Order. If use of a such item is stopped, Seller shall, at its expense, either procure the right to continue the use of a said item or modify it so it becomes non-infringing. Purchaser has the right to participate in the defense of such suits. In fact, or, if it so elects, it may assume the entire defense of such suits or actions through its own counsel.

**WARRANTY** - Seller warrants all articles, materials, and work supplied will conform with the specifications drawings, and other description supplied or adopted by Purchaser and will be new, fit, and sufficient for its purpose for which they were intended of good material, design, and workmanship and free from defects. It is hereby agreed that if at the request of Purchaser's Customer, Seller will repair or replace, free of cost, any defective equipment, material, or part that shall, in normal use and service and under proper operation, fail because of (a.) a design or workmanship or defective material within one (1) year from date of such equipment, material, or part is placed in use, but no later than eighteen (18) months after date of shipment from Seller's plant. The foregoing warranty shall have to the benefit of Purchaser's Customer.

**CHANGES AND REQUESTS FOR EXTRAS.** Purchaser shall have the right by written supplement hereto, to make changes in the specifications of material and/or equipment covered hereby. Such changes shall be effective upon delivery to Seller by Purchaser of such written supplement. If such change affects the price, the delivery date of such material and/or equipment, Seller shall forthwith so notify Purchaser. Buyer, in writing and shall, within ninety (90) days of the date such supplement is mailed, or otherwise delivered to Seller, submit a written claim for such adjustment of price and/or delivery date, failing in which Seller waives any claim for such adjustment. Seller shall not suspend work while Purchaser and Seller are in the process making such changes and any related adjustments.

**LIABILITY AND TERMS.** Seller shall defend and save Purchaser and its Customer or either of them harmless from all claims and liability for injuries to, and/or death of, any and all persons, and for loss of and/or damage to property caused in whole or in part by the negligence or willful acts of Seller in connection with the material furnished hereunder, including without limitation, the installation, erection, repair, adjustment or operation thereof. In addition, Seller shall, at its election, procure materials, tools, equipment or facilities made available to Seller by Purchaser for use by the Seller, defend and save Purchaser and its Customer or either of them harmless from all claims and liability for injuries to, and/or death from or by reason of the Seller's utilization thereof, whether or not caused partially or totally by the negligence of Purchaser, its employees, subcontractors, agents, or representatives. In any case where it is necessary for employees or representatives of Seller to go upon the premises of Purchaser or its Customer, Seller agrees to assume full responsibility

...applicable Workmen's Compensation Laws, other applicable governmental regulations and laws, and plant rules and regulations, particularly as to safety precautions and fire hazards. If this order requires Seller to plant types and regulations, particularly as to safety precautions and fire hazards, if this order requires Seller to furnish labor in connection with the erection or installation of the materials at the site, Seller shall furnish Purchaser with a certificate, or other evidence satisfactory to Purchaser, indicating that such labor is adequately covered by Workmen's Compensation and Liability Insurance with limits acceptable to Purchaser. Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or materialmen, and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims, and encumbrances.

**PRESS RELEASES** - Any press release or other publicity concerning the subject matter of this Purchase Order must have the prior written approval of Purchaser prior to the release for publication.

**CANCELLATION CLAUSE** - This Purchase Order may be terminated, in whole or in part, by written notice. Upon receipt of said termination notice, the Seller shall immediately discontinue all work on the order and shall discontinue the placing of any further orders for materials, facilities, and supplies in connection with the performance of this contract and shall make every reasonable effort to procure cancellations of all existing orders or contracts which the said Seller shall have made, upon terms satisfactory to Purchaser, and shall thereupon do only such work as may be necessary to preserve and protect work already in progress and material, plant, and equipment for such work in use. Payment for work already completed or in progress at completion at the time notice of cancellation is received shall be adjusted by agreement between Seller and Purchaser, in a fair and reasonable manner. Failure to make shipment, on or before the date specified in the order, or any other breach of this order, shall entitle Purchaser, at its option, to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof.

**DRAWINGS AND MECHANICAL CATALOG DATA.** All requirements expressed in specifications and drawings, spare parts, quotation reports, certificates, or other mechanical catalog data, etc., must be furnished and acknowledged and incorporated in Seller's shop order. These requirements must be met before the order shall be considered complete, and reship must be in evidence before final payment is made. Final invoices received before all documents are in Purchaser's hands are subject to return.

## SHIPPING INSTRUCTIONS

- (2d) Ship via prepaid freight only.
- (3d) Tag each item showing Purchaser's Purchase Order Number, Purchase Order Item Number, and Equipment Tag Number.
- (4d) A Shipping Notice is required covering each shipment. Attach one (1) copy to the attention of Purchaser's Exporting Department to the address shown on the Purchase Order.

(d) A Packing Slip must accompany each shipment, showing Purchaser's Purchase Order Number and Receipt Order Item Number for each item shipped, and one (1) copy of each Bill of Lading. Export Receipts, Overseas Tickets or other receipts showing how shipped are to be stapled to the Shipping Notice sent to Purchaser's Exporting Department.

(c) Sellers who buy "non-subvented" activities are still responsible for getting Purchaser's Purchase Order Number and Purchase Order Item Numbers correctly shown on all materials shipped against this Purchase Order.

## INFORMING INSTRUCTIONS

- (b) The original and three (3) copies of each invoice are required. Mail all invoices to the attention Purchaser's Accounts Payable Department.
- (b) A separate invoice is required covering each shipment against each individual Purchase Order. DO NOT show materials ordered on two different Purchase Orders on the same invoice.
- (c) Show Purchaser's Purchase Order Number and Purchaser's Purchase Order Item Numbers on the Invoice and Invoice.
- (d) Attach to each invoice the original signed Bill of Lading, Express Receipt, Drayage Tickets, or other receipts to shipment.
- (e) Invoice Instructions for Freight Charges  
(1) Freight Charges for Purchase Orders issued "F.O.B. Jobsite" or "F.O.B. Origin with Full Freight Allowed" must be prepaid and shown on each invoice as follows:

(2) Freight Charges for Purchase Orders issued "F.O.B. Origin with Freight Prepaid and Charged" must be billed separately and supported with a receipted freight bill.

**EQUAL OPPORTUNITY SUPPLEMENT** - This Purchase Order is subject to the Equal Opportunity Supplement entered into between the parties pursuant to Executive Order 11246. This Supplement is on file in this office.

**EMPLOYMENT OF THE HANDICAPPED** - This Purchase Order includes and is subject to the affirmative action clause set forth in 41 CFR 60-741.4 with respect to employment of the handicapped which is incorporated herein.

**EMPLOYMENT OF VIETNAM VRA AND DISABLED VETERANS** - This Purchase Order includes and is subject to the Affirmative Action Clause set forth in 41 CFR 60-250.9.



SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
10/1/2008	26477Q

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/1/2008

DESCRIPTION	HOURS	AMOUNT
Installation of Type K copper lines for the fire sprinkler fill line.  Contract Price		6,275.00
<b>Total</b>		\$6,275.00
<b>Balance Due</b>		\$6,275.00

Master Plumbers License  
 M-20856  
 M-37132

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
10/6/2008	26477L

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/6/2008

DESCRIPTION	HOURS	AMOUNT
Procurement of the copper fittings to change out the black and gray water lines to copper lines over the computer room, control room, operations room, galley and the dining room. ( Rooms- 221, 232, 230, 103 and 104). This billing is for approximately 75% of the materials that will be needed. We are still working on the take off. Once take off is complete we will have a complete estimation of the materials needed.		
Materials procurement		42,000.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$42,000.00
<b>Balance Due</b>	\$42,000.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
10/10/2008	26477N

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
2-3040	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Change order to install three PRV's and flanges.  Contract Price		3,380.00
Change order for the addition of the 2" dry valve drip drain and vent line.  Contract Price		3,975.00
Change order for the installation of a 2" backflow device and drain on the fire fill line under the 1st floor.  Contract Price		7,650.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$15,005.00
<b>Balance Due</b>	\$15,005.00



SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744.

**Invoice**

DATE	JOB #
10/10/2008	264770

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040 Approved by AJ per RC

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Service to remove the previously installed 4" CPVC gray and black water in the ceiling of room 232.  Contract Price		780.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$780.00
<b>Balance Due</b>	\$780.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
10/10/2008	26477P

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Change Order Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	10/10/2008

DESCRIPTION	HOURS	AMOUNT
Service to install the supply and the drain line for the water wash hoods ( 2 total ).  Contract Price		6,925.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$6,925.00
<b>Balance Due</b>	\$6,925.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
10/24/2008	26477R

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Net 45	12/8/2008

DESCRIPTION	HOURS	AMOUNT
Progressive billing for the contract bid to provide plumbing for the living quarters.  Progressive Billing		23,939.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$23,939.00
<b>Balance Due</b>	\$23,939.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
11/5/2008	27477T

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Due on receipt	11/5/2008

DESCRIPTION	HOURS	AMOUNT
Change order for the hot water filter for the dishwasher, two sinks and faucets and other miscellaneous fittings.  Contract Price		1,380.00

Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$1,380.00
<b>Balance Due</b>	\$1,380.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
11/14/2008	26477S

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

P.O. NO.	TERMS	DUE DATE
	Net 45	12/29/2008

DESCRIPTION	HOURS	AMOUNT
Progressive billing draw.  Progressive billing		21,000.00

Master Plumbers License  
 M-20856  
 M-37132

**Total** \$21,000.00

**Balance Due** \$21,000.00

SunCoast Plumbing Co., Inc.

1204 Missouri  
 South Houston, TX 77587  
 713-944-0046  
 Fax 713-944-3744

**Invoice**

DATE	JOB #
1/9/2009	26477T

BILL TO
Delta Engineering Attn: Accounts Payable 16415 1/2 Jacintoport Blvd. Houston, TX 77015

SERVICE TO
Shell Perdido LQ DEC 3040

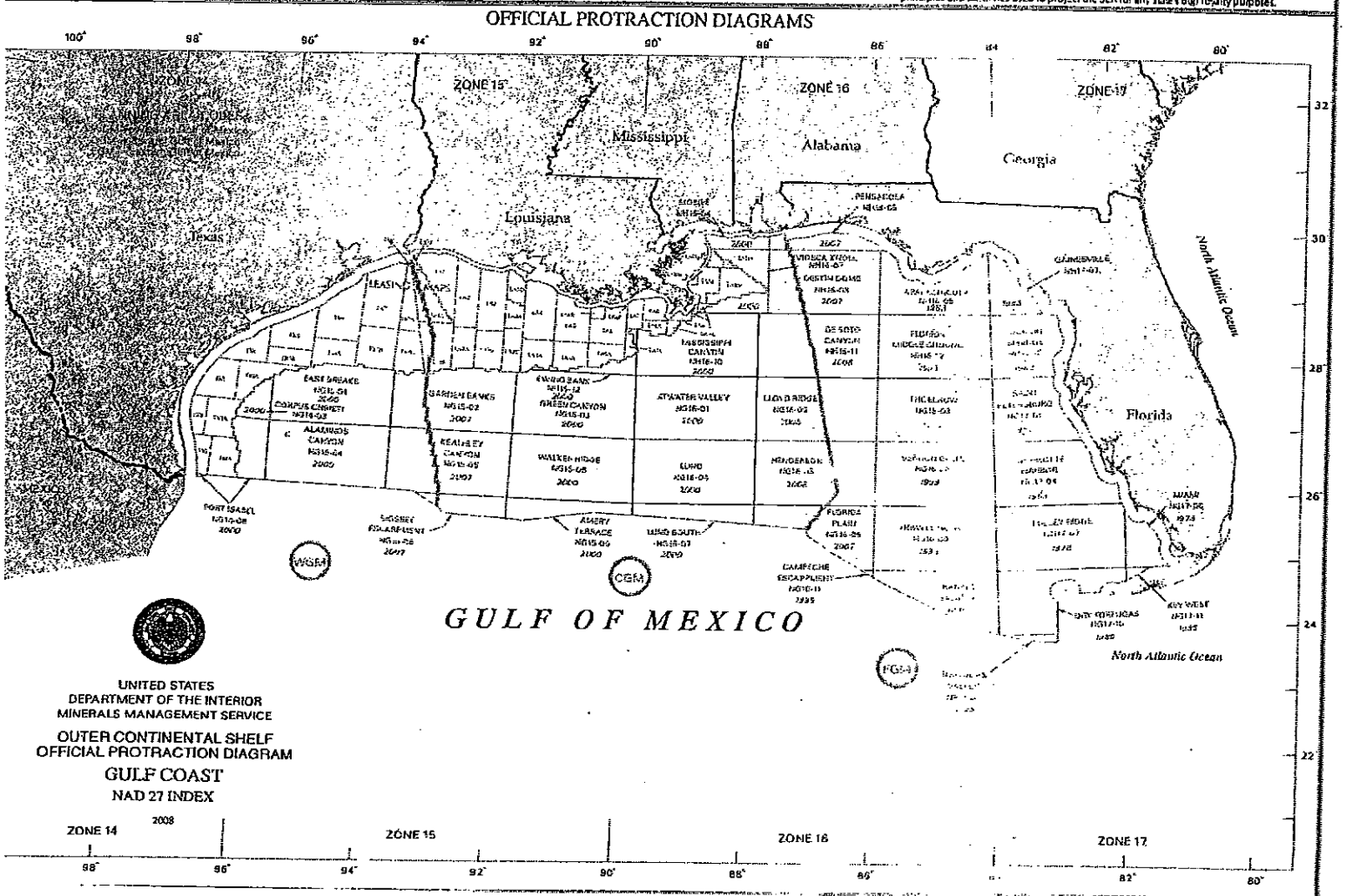
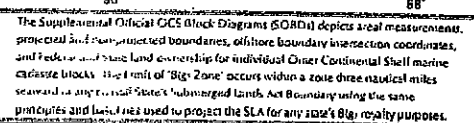
P.O. NO.	TERMS	DUE DATE
	Due on receipt	1/9/2009

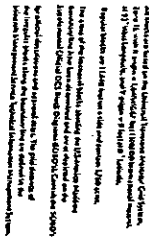
DESCRIPTION	HOURS	AMOUNT
Final billing for the copper materials for the change order to have copper waste lines in lieu of the CPVC as stated in the original bid.		
Materials		16,913.00
Change order for the removal of the CPVC that had already been installed and the installation of the copper waster lines.		
Labor		147,200.00




Master Plumbers License  
 M-20856  
 M-37132

<b>Total</b>	\$164,113.00
<b>Balance Due</b>	\$164,113.00







		
1. What is the main idea of the passage?	2. What is the author's purpose?	3. What is the author's tone?

ALAMINOS CANYON